

A. G. Contract No. KR930376TRN
ECS File: JPA 93-37
Project: 87 MA 178 H2729 01C
Section: SR-87 @ Gilbert Road

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
MARICOPA COUNTY, ARIZONA

THIS AGREEMENT is entered into 9 November, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
MARICOPA COUNTY, acting by and through its BOARD OF SUPERVISORS
(the "County").

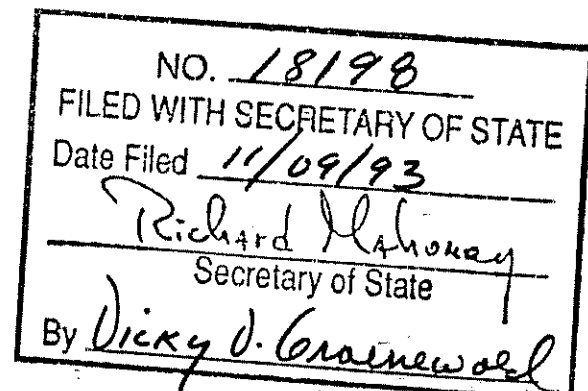
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State and the County desire to construct, operate
and maintain a new traffic signal light and warning light
warranted on State Route 87 at the intersection of Gilbert Road
(MP 183.9), at an estimated construction cost of \$80,000.00,
hereinafter referred to as the Project, for the safety and
benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate County review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. Invoice the County for one fourth of the cost of the Project, in an amount estimated at \$20,000.00.

d. Upon completion, approve and accept the Project and provide maintenance.

2. The County will:

a. Review the design documents and provide comments as appropriate. Be responsible for any contractor claims attributable to the County.

b. Reimburse the State for one fourth of the cost of the Project, in an amount estimated at \$20,000.00, within thirty days after receipt of an invoice.

c. Upon completion and acceptance by the State, provide electrical energy.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Maricopa County
County Manager
301 W. Jefferson
Phoenix, AZ 85003

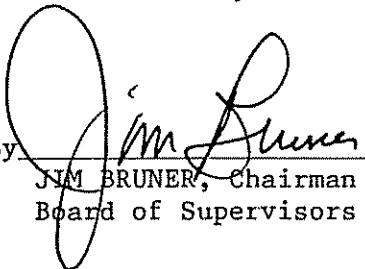
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

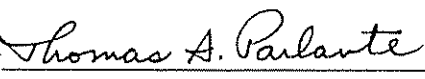
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MARICOPA COUNTY, ARIZONA

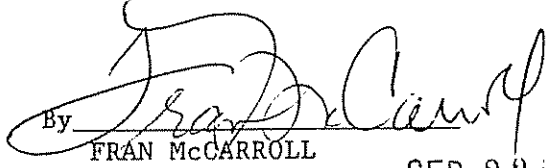
STATE OF ARIZONA

Department of Transportation

By 
JIM BRUNER, Chairman
Board of Supervisors

By 
for CHARLES K. EATON
State Traffic Engineer

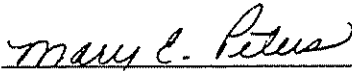
ATTEST

By 
FRAN MCCARROLL
Clerk of the Board SEP 22 1993

RESOLUTION

BE IT RESOLVED on this 2nd day of March 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Maricopa County for the purpose of defining responsibilities for the design, construction, maintenance and operation of a traffic signal and warning light on SR-87 at Gilbert Road in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

COUNTY OF MARICOPA

State of Arizona

Office of the Clerk

State of Arizona)
County of Maricopa) ss.

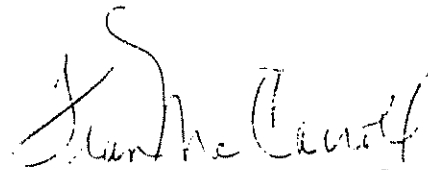
I, Fran McCarroll, Clerk of the Board of Supervisors do hereby Certify that the attached is a true and correct excerpt from the minutes of the meeting of the Board of Supervisors held September 22, 1993:

INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION - APPROVED

Motion was made by Supervisor Wilcox, seconded by Supervisor Bayless, and unanimously carried to approve and execute the Intergovernmental Agreement with the Arizona Department of Transportation for a new traffic signal at State Route 87 and Gilbert Road. The estimated cost to the County for construction will be \$20,000 and costs for electricity are estimated to be \$2,500 per year. (TD11393)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Phoenix, the County Seat, on the following day:
October 22, 1993

MC Department of Transportation, Pam Rieckhoff ✓
Arizona Department of Transportation, Mr. Hammit
File



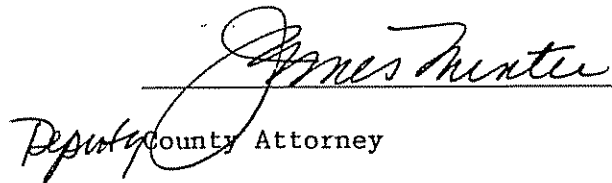
Clerk of the Board of Supervisors

JPA 93-37

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreements, between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and MARICOPA COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 2 day of Sept, 1993.



Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0376-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 4th day of November, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section